



RFP PACKAGE NO. 14-18

CITY OF BEVERLY HILLS
PUBLIC WORKS SERVICES-SOLID WASTE DIVISION
345 FOOTHILL ROAD
BEVERLY HILLS, CALIFORNIA 90210

LEGAL NOTICE - RFP WANTED

Automated Refuse Container Lids, For 300 Gallon Capacity Containers

The City of Beverly Hills ("City") hereby requests sealed RFP for the materials, supplies, equipment or services set forth herein, subject to all conditions outlined in this RFP Package, including:

- SECTION 1:** NOTICE INVITING RFP
- SECTION 2:** GENERAL INFORMATION AND INSTRUCTIONS
- SECTION 3:** DETAIL SPECIFICATIONS
- SECTION 4:** RFP FORM

***** (IF YOU CHOOSE NOT SUBMIT AN RFP, PLEASE COMPLETE PAGE 9) *****

Sealed proposals will be received only at the Office of the City Clerk, 455 North Rexford Drive, Beverly Hills, until 2:00 p.m. local time, on the dates hereinafter stated at which time they will be opened and publicly read for furnishing the materials, supplies, equipment or services or for supplying the materials, and/or providing labor for the repair, construction or improvement as the case may be, as indicated by the items hereunder listed and in accordance with the applicable specifications.

SECTION 1 – NOTICE INVITING RFP

Date of Request: January 16, 2014

RFP Number: 14-18

Item Description: Automated Refuse Container Lids, For 300 Gallon Cap. Containers

RFP Opening: February 6, 2014, Friday, 2pm local time, City Clerk's Office

All RFP must be delivered by the specified opening time of the RFP. RFP arriving after the specified hour will not be accepted. Mailed RFP, which are delivered after the specified hour will not be considered regardless of postmarked time on the envelope. All RFP must be in writing and must contain an original signature by an authorized officer of the firm - Electronic RFP (telephone, FAX, etc.) are **NOT** acceptable.

RFP DEPOSIT - NONE REQUIRED WITH THIS RFP

PERFORMANCE BOND AND PAYMENT BOND - NONE REQUIRED WITH THIS RFP

CITY OF BEVERLY HILLS
SECTION 2 - GENERAL INFORMATION AND INSTRUCTION

1. RFP deposits of unsuccessful Vendor will be returned after the RFP has been awarded. A successful Vendors RFP deposit will be returned after he has entered into a written contract, or after a performance bond, if required, has been executed and accepted by the City.
2. The vendor's proposal may be withdrawn at any time prior to the RFP opening. No proposal may be withdrawn after the RFP opening. Violation of this policy may cause forfeiture of the RFP deposit and removal from qualified Vendors List.
3. Vendors are advised to become familiar with all conditions, instructions and specifications governing this RFP. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or for vendor to request additional compensation.
4. Vendors agree to defend and save the City from and against all demands, claims, suits, costs, expenses, damages and adjustments based on any infringement of any patent relating to goods specified in this contract.
5. Successful Vendor shall not assign the contract, or subcontract the whole or any part of the contract without written consent of the City. Such consent shall neither relieve the Vendor from his obligation nor change the terms of the contract.
6. The City shall have the right to inspect any material specified herein. Equipment, supplies or services that fail to comply with the specifications herein regarding design, material or workmanship are subject to rejection at the option of the City. Any materials rejected shall be removed from the premises of the City at the expense of the vendor.
7. Vendor shall state the nature and period of any warranty or guarantee. Manufacturer's specifications shall be submitted with the RFP and shall be considered a part of this contract where such specifications meet the minimum of the City specifications.
8. Each Vendor shall submit in full this completed original RFP DOCUMENT and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work he proposes to furnish.
9. Vendors shall state the delivery date for commodities in terms of calendar days after notification of award. Where the contract calls for performance of labor, the Vendor shall also state the number of calendar days required for completion after notification of award.
10. Cash discounts shall be considered in the evaluation of the RFP, except that payment periods of less than thirty (30) days will not be considered in award of this RFP. Where cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the City, whichever is later.
11. Upon the award of the RFP to the successful Vendor, **if** insurance is required by the terms of this RFP, the City will require evidence of such coverage be furnished within fourteen

(14) days of notification of RFP award. The amounts and types of coverage will be specified in Section 4 of this RFP. **All insurance forms must be in a format acceptable to the City.**

12. The Contractor agrees to indemnify, defend and hold harmless the City, City Council and each member thereof, and every officer, and employee of the City, from any liability or financial loss including, without limitation, attorneys fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor, or any person employed by Contractor, including agents and independent contractors, in the performance of this agreement.
13. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.
14. Prices quoted herein must be firm for a period of not less than ninety (90) days after date of RFP opening.
15. RFP calling for other than a "lump sum" total RFP may be awarded by single item, by groups of items, or as a whole, as the City deems to be in the best interest of the City.
16. The City will be the sole and exclusive judge of quality, compliance with RFP specifications or any other matter pertaining to this RFP. The City reserves the exclusive right to award this RFP in any manner it deems to be in the best interest of the City. Prior to the award of the RFP the City shall have the right to inspect any material specified herein.
17. Quantities specified in Section 3 are approximate only, the City reserves the right, within the period for delivery to increase or decrease the quantity ordered and upon mutual agreement after the period specified for delivery, order additional quantities of items RFP.
18. "Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that its contractors self-accrue their use tax, **when applicable**, and report the use tax to the State Board of Equalization with a City-assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization."
19. For any questions regarding this RFP, please contact **James Burnley, Solid Waste Manager at 310.285.2475.**

SECTION 3 – DETAIL SPECIFICATIONS

IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INSTRUCTIONS CONTAINED ELSEWHERE IN THIS RFP.

1.0 GENERAL SPECIFICATIONS

1.1 Project Description: Supply and delivery of completely assembled 300 Gallon Automated Refuse container **Lids** to the Public Works Department Solid Waste Division.

1.2 Scope of Work: Vendor shall supply and deliver all in quantities as ordered.

1.3 Time of Completion: All deliveries shall be completed within 30 days of receipt of order.

1.4 Delivery Location: All deliveries shall be made to the Public Works Department Solid Waste Division 345 Foothill Road, Beverly Hills, CA. 90210, or any other City of Beverly Hills locations as specified. All products supplied shall be delivered F.O.B. to locations.

1.5 Product Data: Product specifications shall be submitted with the RFP on each container RFP. Collect all Product Data into a single submittal document. The following information shall be included on each product:

1. Manufacturer's printed specifications (catalog cuts).
2. Manufacturer's standard warranty.
3. Compliance with recognized testing agency standards where applicable.
4. Application of testing agency labels and seals.
5. Notation of dimensions verified by field measurement as necessary.
6. Notation local service center.
7. Containers shall be fully assembled on delivery and ready for use.

1.6 Manufacturer's Warranty: All materials and components shall carry the manufacturer's standard warranty. All installation and workmanship shall be warranted for not less than five (5) years. All warranties shall commence with the date of final acceptance by the City.

1.7 Supplier Qualifications:

1.8 Acceptable Manufacturers and Models: The containers listed in **Section 2.2** meet the minimum standards and specifications for this RFP. Other manufacturer's products of equal or greater standards and specifications may be considered acceptable for the purpose of this RFP. The City Administrator shall be the sole judge of the ability of any alternate container RFP to meet the required standards and specifications. All product substitutions RFP shall be clearly listed on the **Itemized RFP Form, Section 4.**

2.0 DETAILED SPECIFICATIONS:

This specification describes a replacement lid for a Rotational Molding Inc. 300 gallon refuse container to be used with an automated side loading refuse collection vehicle.

2.1 Dimensions:

The Lid shall have an outside diameter not to exceed 55" and an inside diameter to be able to be bolted to a Rotational Molding Inc. container that is 50" to 51" in diameter. The minimum average wall thickness shall be .180" throughout the lid.

2.2 Lid Construction/Design:

The lid will continuously overlap where it comes in contact with the body of the container. The reason for this is to prevent intrusion of water, animals, insects, and prevent the emission of odors. Also it must enable free flow of materials from the container during the dump cycle. The lid must permit users to conveniently and easily open and shut the lid throughout the container life. The container lid must have a hatch to the following design to allow easy access for the disposal of solid waste in the container.

The hatch shall be a minimum 16" X 16" and molded of the same material as the container and same thickness of lid.

The lid and hatch hinges must be designed to withstand automated collection equipment.

The container must be designed so it doesn't tip over when the lid is in the open position.

2.3 Material:

The Lids shall be rotationally molded and manufactured from HDPE (High Density Polyethylene) that can be fully recycled. The raw material shall contain an ultraviolet stabilizer and be black in color free from fading. The minimum average wall thickness shall be .180" throughout the lid.

All Lids shall be new and unused.

2.4 Color and Inscription:

All black container **Lids** shall be identified with 1" letters, City of Beverly Hills", inscribed and molded in raised letters into the lid of the containers. The black containers should have **HOT STAMP** in half inch letters, the hatch lid should read "USE FOR COMMON TRASH & RECYCLABLES ONLY" KEEP LID CLOSED DO NOT PLACE CONSTRUCTION, GREEN WASTE, HAZARDOUS WASTE, FLAMMABLES, HOT ASHES, OR OVERSIZE BULKY ITEMS AND APPLIANCES IN THIS CONTAINER

Also a Graphic Mold label with the City's label (see Attachement)

2.5 Warranty:

All container lids shall be fully (100%) warranted for a minimum period of 5 years. Defective container lid shall be replaced under warranty.

2.6 Quantities:

All quantities are estimates and provided only for the purpose of RFP evaluation. Minimum or maximum order quantities are not guaranteed or permitted under this RFP.

2.7 Estimated Container Description and Quantities:

<u>Item Description</u>	<u>Estimated Quantity</u>
Automated Refuse Container Lids	3,500

SECTION 4 - RFP FORM
(Must be completed by Vendor)

The undersigned proposes to furnish all materials, supplies, equipment or services set forth herein subject to all conditions outlined in the RFP Document, including the general instructions and information to Vendors, at prices indicated below:

1.0 PROPOSAL

RFP Proposal:

\$ _____ Each per assembled BLACK 300 Gallon
 Container Lid.

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Payment Terms _____

Warranty _____ Exceptions or Deviations attached YES NO

Delivery _____ (Number of Days ARO)

Company Name _____ Telephone _____

Address _____

Person submitting RFP

 Print Name

 Title

 Signature

F.O.B.

All prices of the RFP shall be F.O.B. destination Beverly Hills, California; and delivery to any point within Beverly Hills shall be without additional charge.

TAX

All RFP proposals shall be exclusive of tax; City staff will compute all tax involved when applicable.

ACCEPTANCE OF PROPOSAL

The City reserves the right to accept or reject any and all RFP and reserves the right to waive technicalities where such action best serves the interests of the City. The manufacturer of the proposed materials or equipment may be required to acknowledge by written conformation that the

minimum requirements of the specifications are included in the Vendors proposal before the award of the RFP.

EXCEPTIONS

Any Vendors exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to RFP form. However, such exceptions or deviations may result in RFP rejection.

AFTER THE ACCEPTANCE AND AWARD OF THE RFP BY THE CITY COUNCIL UPON RECEIPT OF A WRITTEN PURCHASE ORDER EXECUTED BY A PROPER OFFICER OF THE CITY, THIS DOCUMENT WILL CONSTITUTE THE LEGAL CONTRACT BETWEEN THE CITY AND THE SUCCESSFUL VENDOR.

If your response is "**NO RFP**", please explain below:

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: _____
Print Name

Signature

Title

Date

PLEASE RETURN TO:

CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, ROOM 190
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CA 90210

RFP () Black 300 Gallon Refuse Container
Lids.doc